

PATRICK E. STOCKALPER, SBN 156954
MOLSHREE GUPTA, SBN 275101
KJAR, MCKENNA & STOCKALPER, LLP
841 Apollo Street, Suite 100
El Segundo, California 90245
Telephone (424) 217-3026
Facsimile (424) 367-0400
pstockalper@kmslegal.com
mgupta@kmslegal.com

Attorneys for Defendants,
COUNTY OF LOS ANGELES and SERGEANT TRAVIS KELLY
(Defendants is exempt from filing fees pursuant to Government Code § 6103)

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOSHUA ASSIFF,

Plaintiffs,

v.

COUNTY OF LOS ANGELES;
SHERIFF DEPUTY BADGE
NUMBER 404532; And DOES 1
through 10,

Defendants.

Case No.: 2:22-cv-05367 RGK(MAAx)

**DECLARATION OF MOLSHREE
GUPTA IN SUPPORT OF
DEFENDANTS' OPPOSITION TO
PLAINTIFF'S MOTION TO ENFORCE
SETTLEMENT**

Action Filed: August 3, 2022
Pretrial Conference: July 10, 2023
Trial Date: July 25, 2023

Assigned to:
Hon. R. Gary Klausner, District Judge
Courtroom 850

All Discovery Matters Referred to:
Hon. Maria A. Audero, District Judge

DECLARATION OF MOLSHREE GUPTA

I, Molshree Gupta, declare as follow:

1. I am an attorney at law duly licensed to practice as such before all the courts of the State of California and am a partner in the law offices of Kjar, McKenna & Stockalper, LLP, attorneys of record for Defendants, COUNTY OF LOS ANGELES and SERGEANT TRAVIS KELLY.

2. This declaration is made in support of Defendant's Opposition to Plaintiff's Motion to Enforce Settlement.

3. On July 25, 2023, the parties agreed to dismiss the action, pending execution of settlement agreement and completion of settlement - in lieu of proceeding with a Trial that day.

4. The settlement in this case was contingent upon the County of Los Angeles approval process. The Settlement Agreement in this case was executed on August 14, 2023.

5. Starting in mid-October of 2023, Plaintiff's counsel began to routinely inquire regarding the status of settlement completion with defense counsel. See **Exhibit A**.

6. On December 20, 2023, defense counsel advised Plaintiff's counsel that "that the LASD continues to work on its internal review procedures which need to be completed before the matter can undergo further County review/approval." See **Exhibit A**. Plaintiff's counsel immediately responded with "WTF does that mean?... Any intentional delay would be a breach of the settlement." See *id.* Upon reminder from defense counsel regarding the settlement terms pertaining to the approval process, Plaintiff's counsel responded with his suspicion that Defendants have chosen to "sit on the settlement for five months." See *id.* Defense counsel immediately responded to advise Plaintiff's counsel regarding the County's requisite, "consuming and comprehensive corrective action and internal review process." See *id.*

1 7. In February of 2024, defense counsel advised Plaintiff's counsel that
2 "LASD Risk Management anticipates having their internal required documentation
3 completed in March."

4 8. However, by May of 2024, defense counsel learned that structural changes
5 and staffing challenges at the LASD Risk Management Bureau resulted in a backlog of
6 pending corrective action plans, and that the foregoing may cause the Bureau to be
7 unable to complete the subject corrective action plan until June of 2024. In May of
8 2024, defense counsel wrote to Plaintiff's counsel to explain the backlog. See **Exhibit**
9 **B**.

10 10. In June of 2024, defense counsel advised Plaintiff's counsel that the subject
11 corrective action plan was anticipated to be complete within 3-4 weeks. See **Exhibit B**.

12 11. In August of 2024, defense counsel apologized for the unintentional delay
13 in completion of the corrective action plan due to unanticipated backlog, and updated
14 Plaintiff's counsel that the completed corrective action plan was being circulated for
15 final approval. See **Exhibit B**.

16 12. On October 7, 2024, defense counsel again updated Plaintiff's counsel that
17 the settlement funds were anticipated to be disbursed by December of 2024. See **Exhibit**
18 **B**.

19 13. In March of 2023, the LASD Risk Management Bureau, previously under
20 the Professional Standards Division, became part of the Office of Constitutional
21 Policing. See *concurrently filed Declaration of Lieutenant Roth*. At that time, a new
22 format and structure of the Corrective Action Plans were implemented within the
23 Department. See *id*. With said change, the format and structure of Corrective Action
24 Plans required all earlier pending plans to be revised. See *id*.

25 14. The foregoing changes structural changes, in addition to staffing challenges,
26 resulted in a backlog of over fifteen (15) pending CAP/SCAPs and three (3) court orders.
27 The LASD Risk Management Bureau was unable to complete the CAP/SCAP in this
28

1 action prior to August 2024 due to the aforementioned backlog.

2 15. However, in August of 2023, defense counsel was not aware that the
3 foregoing structural changes and other challenges would impact the rate at which the
4 Department would be able to complete the backlog of pending CAP/SCAPs. At that
5 time, defense counsel reasonably believed that the CAP/SCAP would be completed,
6 reviewed and executed, and that the County's settlement approval process should
7 thereafter be completed by Spring 2024.

8 16. Defendants did not intend to make any misrepresentation to Plaintiff or to
9 the Court regarding the timeline of the completion of the settlement approval process,
10 and any unintentional misrepresentation was due to inadvertent, *but good faith*, belief.

11 17. On October 8, 2024, defense counsel advised Plaintiff's counsel that the
12 subject settlement "was approved by the [Los Angeles County] Contract Cities Claims
13 Board on October 2, 2024," and that the "settlement is on the Public Safety Cluster
14 Agenda Review (CAR) for November 13, 2024." See **Exhibit C**. Defense counsel
15 further advised that the settlement is anticipated "to be placed on the Board of
16 Supervisors agenda for December 2024." See *id*.

17 18. During a conference with Plaintiff's counsel on October 8, 2024, defense
18 counsel again communicated the reasons for the delay in the settlement approval process
19 in response to Plaintiff's counsel's accusations of intentional delay. As such, Defendants
20 pled with Plaintiff to refrain from the subject Motion - as there was no intended breach
21 by Defendants and the parties were at the "last steps of settlement approval." See
22 **Exhibit C**.

23 I declare under penalty of perjury under the laws of the State California that the
24 foregoing is true and correct.

25 Executed on October 28, 2024, at Los Angeles, California.

26
27 

28 Molshree Gupta

CERTIFICATE OF SERVICE

I am employed in the County of Los Angeles, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite 100, El Segundo, California 90245.

On October 28, 2024, I served the foregoing document described as **DECLARATION OF MOLSHREE GUPTA IN SUPPORT OF DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO ENFORCE SETTLEMENT** on all interested parties in this action by placing a true copy thereof in a sealed envelope addressed as follows:

SEE ATTACHED SERVICE LIST

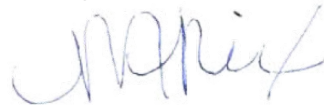
By Mail I caused such envelope(s) to be deposited in the mail at El Segundo, California. The envelope was mailed with postage thereon fully prepaid and addressed to the parties listed on the Service List. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

XX **By Email** Based upon a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed in the Service List. My email address is mnixon@kmslegal.com.

By Personal Service I caused such document to be Personally Served on the parties listed in the Service List.

XX **State** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 28, 2024, at El Segundo, California.



Maria Nixon

SERVICE LIST

Assiff, Joshua vs. County of Los Angeles, et al.
Central District- Case No.: 2:22-cv-05367 RGK(MAAX)

Thomas M. Ferlauto, Esq. Law Office of Thomas M. Ferlauto, APC 25201 Paseo de Alicia, Ste. 270 Laguna Hills, CA 92653 EM: tmf@lawofficetmf.com	Attorney for Plaintiff, JOSHUA ASSIFF
--	---